

Every booth space comes with one complimentary single membership in the Palomar Gem and Mineral Club for 2020.



As an Exhibitor with Palomar Gem & Mineral Show, it is your responsibility to possess the proper state sellers permit or to obtain a temporary permit by registering with the State Board of Equalization at 1350 Front Street, Room 5047, San Diego, CA 92101 (619) 525-4526 WWW.BOE.CA.GOV **NO EXCEPTIONS!**

## Palomar Gem & Mineral Show

P.O. Box 1583

Escondido, CA 92033-1583

EXHIBIT SPACE CONTRACT *Revision 2, 30Oct2019*

***This contract supersedes all previous contracts***

California Center For The Arts Escondido

June 13 & 14, 2020

PLEASE TYPE OR PRINT CLEARLY!

COMPANY NAME \_\_\_\_\_ EMAIL \_\_\_\_\_

ITEMS YOU WILL SELL \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE (\_\_\_\_) \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_ WEBSITE, SOCIAL MEDIA \_\_\_\_\_

YOUR NAME \_\_\_\_\_ STATE RESALE TAX # \_\_\_\_\_

We hereby contract for exhibit space in THE PALOMAR GEM AND MINERAL SHOW to be held in ESCONDIDO, CA. on June 13 and June 14, 2020. We agree to abide by the Terms and Conditions in this contract. We further agree to attach to this contract our proper show deposit for the booth size. We understand if this contract is accepted, we will abide by the rules concerning the booths, or our contract will be cancelled without recourse and our space will be reassigned to another firm. Booth size is on a first come first serve basis.

SETUP TIMES	TEAR DOWN	SHOW HOURS
TBD Friday June 12 2:30pm-6:30pm, Saturday June 13 7:00am-10:00am, Sunday June 14 9:00-10:00	TBD Sunday June 14: 4pm – 6:30pm Note: After or before any hours listed, you will be charged \$ 200/hour or any portion thereof	TBD SATURDAY: 10am - 5pm Out of building by 5:30pm. SUNDAY: 10am - 4pm Out of building by 6:30pm.

Prices are based on \$22.00 per linear foot. Electricity up to 400 watts per table is included. Reserve your booth now!

The following are the booth sizes and quantity available on a first come first served basis:

SIZE	34FT	30FT	28FT	22FT	20FT	14FT	12FT
# AVAILABLE	1	3	3	16	1	4	1
PRICE	\$748.00	\$660.00	\$616.00	\$484.00	\$440.00	\$308.00	\$264.00

Please fill in requested booth size and price.

Booth Size \_\_\_\_\_ Booth Price \$ \_\_\_\_\_

Booth Request \_\_\_\_\_ Total Fees \$ \_\_\_\_\_

**Booth space not guaranteed by Palomar Gem & Mineral Club, Inc. without proper payment**

NOTE: Please be sure to complete and return a signed copy of this contract along with a **DEPOSIT PAYMENT of 50% of total fees**. Checks or Cashier Checks are accepted. Credit cards are accepted as well (please contact Toni Floyd at 425.281.6218 for payment).

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_

We request each Exhibitor donate an item for the raffle.

**FINAL PAYMENT DUE: May 1, 2020. ALL MONIES MUST BE PAID IN FULL PRIOR TO BOOTH OCCUPANCY**

**Complete and return all copies to: Palomar Gem Club c/o Show Chair P.O. Box 1583 Escondido, CA. 92033-1583**

PGMC Use Only \_\_\_\_\_

Deposit Paid \$ \_\_\_\_\_ Check Number \_\_\_\_\_ Date Received \_\_\_\_\_

Balance Due \$ \_\_\_\_\_ Check Number \_\_\_\_\_ Date Received \_\_\_\_\_

**Booth Assignment**

## TERMS AND CONDITONS

1. **CONTRACT.** This Contract, properly executed by Applicant (Exhibitor) shall, upon written acceptance by **PALOMAR GEM & MINERAL CLUB, INC.** constitute a valid and binding contract.

2. **ASSIGNMENT OF SPACE.** It is understood by Exhibitor that space will be assigned to Exhibitor by **PALOMAR GEM & MINERAL CLUB, INC.** at **PALOMAR GEM & MINERAL CLUB, INC.**'s sole discretion, which assignment shall be final. Notification of space assignment shall be emailed or mailed to Exhibitor. After assignment, space location may not be changed, transferred, or cancelled except on written request and with the subsequent written approval of **PALOMAR GEM & MINERAL CLUB, INC.** Table arrangement setup may not be changed. Table arrangement change will result in a \$200.00 fine levied by the California Center for the Arts, Escondido. If table change fine is levied, it will be charged to the Exhibitor. Space assignments may be revoked or changed by **PALOMAR GEM & MINERAL CLUB, INC.,** if Exhibitor fails to meet payment deadlines. In assigning exhibit space, **PALOMAR GEM & MINERAL CLUB, INC.** shall carefully consider and at its sole discretion weigh collectively such factors as follows: The size of exhibit space requested versus the overall space available for allocation to eligible Exhibitors.

3. **SUBSTITUTION OF SPACE.** If, by reason of fire, wind, storm, or any other cause or condition beyond the control of **PALOMAR GEM & MINERAL CLUB, INC.** the exhibition complex selection by **PALOMAR GEM & MINERAL CLUB, INC.** becomes unavailable, Exhibitor hereby authorizes **PALOMAR GEM & MINERAL CLUB, INC.** to assign Exhibitor, in lieu of the space requested herein, such space, regardless of size or location, in such other building as **PALOMAR GEM & MINERAL CLUB, INC.** may be able to procure for the holding of such exhibition, regardless of the location thereof. Exhibitor shall use and occupy such substituted space at the same rent and under the same terms and conditions as are set forth in the contract. **PALOMAR GEM & MINERAL CLUB, INC.** shall not be liable to Exhibitor for any loss or damage suffered by Exhibitor by reason of such unavoidable postponement and relocation of the exhibition.

4. **PAYMENT OF FEES.** All fees must be paid in full by May 1, 2020.

5. **DEFAULT.** A. Failure on the part of the Exhibitor to meet payment deadlines as required herein shall entitle **PALOMAR GEM & MINERAL CLUB, INC.,** at its election, to terminate this contract and retain all fees previously paid to **PALOMAR GEM & MINERAL CLUB, INC.** B. Exhibitor further understands this Performance contract is NON-cancellable and NON-refundable after May 1, 2020. If Exhibitor cancels before May 1, 2020 with written notice, a standard cancellation fee of \$100.00 will be charged. An exhibitor space is not cancelled until written notice is received by **PALOMAR GEM & MINERAL CLUB, INC.,** **PALOMAR GEM & MINERAL CLUB, INC.** shall, at its discretion, reassign exhibit space assigned to Exhibitor without any obligation or refund to Exhibitor. C. **PALOMAR GEM & MINERAL CLUB, INC.** reserves the right to prohibit, close, correct, remove, or eliminate any exhibit or display, or any part thereof including signs, printed matter, merchandise, visuals, and catalogs or any conduct, action, activity, or noise, which in **PALOMAR GEM & MINERAL CLUB, INC.**'s sole discretion, is not suitable or in keeping with the show's purpose and character whether or not the issue causing **PALOMAR GEM & MINERAL CLUB, INC.**'s corrective response is specifically covered in this contract. **PALOMAR GEM & MINERAL CLUB, INC.**'s right as set forth in the preceding paragraph, (5B) include without limitation the cancellation of this lease, the closing of Exhibitor's exhibit of display of the Exhibitor's merchandise. In exercising its rights under this paragraph, Exhibitor agrees that **PALOMAR GEM & MINERAL CLUB, INC.** shall have no liability whatsoever to Exhibitor.

6. **RULES AND REGULATIONS FOR EXHIBITORS.** The Exhibitor shall abide by the Rules together with any amendments thereto adopted by **PALOMAR GEM & MINERAL CLUB, INC.** from time to time and of which Exhibitor will receive notice. Exhibitor shall offer for sale and display only items connected with gems, jewelry, minerals, findings, books, and other products connected with the lapidary arts and shall have all displays correctly represented, labeled with price, and presented in a manner acceptable to **PALOMAR GEM & MINERAL CLUB, INC.** Under unusual circumstances, and at its own discretion, **PALOMAR GEM & MINERAL CLUB, INC.** may also make specific exceptions to, or changes in, the Rules without necessarily establishing a precedent or applying the modification beyond the specific case involved. **PALOMAR GEM & MINERAL CLUB, INC.** shall have final authority to establish penalties in the event of violations. Exhibitor shall hold **PALOMAR GEM & MINERAL CLUB, INC.** harmless in the event of any claim arising from misrepresented goods offered for return at any time.

No food, beverage or alcohol may be brought into the California Center for the Arts, Escondido.

Anyone in the building before or after hours specified will be assessed \$200.00 per hour, or for any part thereof, to compensate for additional labor staffing.

Booth will be returned in as good a condition as Exhibitor found it. Exhibitor accepts responsibility for all damages, including housekeeper labor charges for any area requiring the California Center for the Arts, Escondido to exceed normal staffing levels.

Only Exhibitors and employees of Exhibitor with badges will be allowed into Exhibit Hall without admission charge. Badges will be provided at check in.

**PALOMAR GEM AND MINERAL CLUB, INC.** reserves the right to control the amount of electricity used by each exhibitor for lights or other electronic devices, and in the event of Exhibitor caused overloading, Exhibitor may be charged for service and repair work caused by said overload, and further reserves the right to disconnect Exhibitor's power for the remainder of the show.

There will be no oversized rocks or other items placed on the hardwood floor that may cause it damage. Protection of the floor must be provided for those things. There may be no water or grinding without protection to the floor. There will be no flame torches, or anything else that could cause potential damage to the floors.

7. **SUBLETTING PROHIBITED.** Subletting, assigning, licensing, or the use of space assigned to Exhibitor by anyone other than Exhibitor is expressly prohibited. Exhibitor shall not display signs, issue literature, exhibit or permit to be exhibited in the space allotted to it, any merchandise other than that specified in the exhibit contract. The **PALOMAR GEM & MINERAL CLUB, INC.** Exhibitor contract for shows is non-transferable. The new owner of any such purchased business is required to apply for a new contract on their own merit.

8. **INDEMNIFICATION.** If the show or any part thereof is prevented from being held, is cancelled by **PALOMAR GEM & MINERAL CLUB, INC.,** or the exhibit space applied for herein becomes unavailable because of war, fire, strike, government regulation, public catastrophe, act of God or the public enemy, or other cause, **PALOMAR GEM & MINERAL CLUB, INC.** shall determine and refund to Exhibitor its proportionate share of the balance of the aggregate exhibit fee which remains after deducting

expenses incurred by **PALOMAR GEM & MINERAL CLUB, INC.** and reasonable compensation to **PALOMAR GEM & MINERAL CLUB, INC.** but in no case shall the amount of the refund to Exhibitor exceed the exhibit fee paid. Neither **PALOMAR GEM & MINERAL CLUB, INC.** nor any of its members, officers, directors, agents, employees and other representatives or advisors, shall be held accountable or liable for, and the same are hereby released from, accountability or liability for any damage, loss, harm, or injury to the person or any property of Exhibitor or any of its officers, agents, employees or other representatives, resulting from theft, water, fire, or accident or any other cause. Exhibitor hereby agrees to indemnify, defend, protect, and hold **PALOMAR GEM & MINERAL CLUB, INC.** and its members, officers, directors, agents, employees, and other representatives or advisors harmless against any and all claims, demand, suits, liability, damages, loss, costs, attorney fees and expense of whatever kind or nature which might result from or arise out of any action or failure to act of Exhibitor or any of its members, officers, directors, agents, employees, invitees, or other representatives. All legal proceedings shall be conducted only within the City of Escondido, County of San Diego in the State of California, United States of America.

9. **CONDUCT.** No demonstrations or solicitations shall be permitted outside of the Exhibitor's assigned space, and no signs or placards may be displayed on persons or otherwise outside exhibit space. Distribution by the Exhibitor of any printed matter, samples or other articles shall be done only within the confines of the Exhibitor's booth. Exhibitor shall not have or operate any display or exhibit, which in the sole discretion of **PALOMAR GEM & MINERAL CLUB, INC.** is the source of objectionable noises or odors or has decorations or other aspects which are considered by **PALOMAR GEM & MINERAL CLUB, INC.** to be objectionable, including signs, lights, and the costuming of exhibit personnel.

10. **COMPLIANCE.** The Exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations, and codes of duly authorized local, state and federal governing bodies concerning fire, safety, and health, together with the rules and regulations of the operator and/or owners of the property wherein the show is held. No Exhibitor shall conduct a raffle or similar activity.

11 A. Exhibitor agrees to pay **PALOMAR GEM & MINERAL CLUB, INC.** \$45 service fee on all checks that are returned "NSF." In the event that check is turned over for collection to any agency, Exhibitor agrees to pay agency's collection fees, attorney fees, and all related costs, leaving **PALOMAR GEM & MINERAL CLUB, INC.** a net balance of the original amount plus 0.83% per month (10% annually) on original amount. Exhibitor agrees to reimburse **PALOMAR GEM & MINERAL CLUB, INC.** a minimum of \$250 per day for travel expenses and related costs for the collection of uncollected checks of any amount. .

**EXHIBITOR:** By signing this contract, I hereby certify that I hold this state's proper seller's permit or I will register with the **State Board of Equalization** to obtain a Temporary Seller's Permit. (See Exhibit Space Contract for address/phone number.) This excludes the State of Oregon.

COMPANY NAME \_\_\_\_\_

STATE RESALE TAX # \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_